

Adams Co.

PPME #2003 (Roads)

7/1/2005 6/30/2008

**AGREEMENT**

**Between**

**ADAMS COUNTY, IOWA**

**And**

**PUBLIC PROFESSIONAL & MAINTENANCE EMPLOYEES LOCAL  
2003, IUPAT**

**JULY 1, 2005 THROUGH JUNE 30, 2008**

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## **DEFINTIONS**

Any time the word Employer is used in this contract the term will mean Adams County, Iowa, the Adams County Board of Supervisors or their designee representative. Any time the word the Union is used the term will mean the Public Professional & Maintenance Employees Local 2003, IUPAT.

## **ARTICLE 1**

### **EMPLOYERS RIGHTS**

- 1.1 Except to the extent expressly abridged by a specific provision of this Agreement, the Employer shall have, in addition to all powers, duties, and rights established by constitutional provision, statute, ordinance, charter or special act, the exclusive power, duty, and right, including but not limited to: plan, direct and control the work of its employees; hire, promote, demote, transfer, assign and retain employees in positions within the public agency; discipline, suspend or discharge employees for proper cause.

## **ARTICLE 2**

### **EMPLOYMENT**

- 2.1 Probationary period is not to exceed six (6) months. This time period may be extended by mutual agreement between the employee and the employer. Any employee may be terminated with probable cause during the probationary period without right of appeal. Upon satisfactory completion of the probationary period the employee shall be entitled to all the rights and privileges granted all permanent employees and the terms of employment shall be as of the date of employment.

## **ARTICLE 3**

### **PERMANENT EMPLOYMENT**

- 3.1 Permanent employment is granted upon satisfactory completion of the probationary period. Permanent employees are expected to work their normal work week every week except for approved leaves of absence.

## **ARTICLE 4**

### **WORKING HOURS**

- 4.1 The normal work week shall be a seven (7) day period to begin at 12:01 a.m. Saturday and end at 12:00 p.m. the following Friday. The normal work day shall start and end at the time and location designated by the employer. The Employer shall give notice in writing five (5) days in advance of a change in the normal starting time except in the case of an emergency.
- 4.2 Travel time from the point of origin to site of work and return shall be considered part of the working day. Point of origin for all workers shall be the respective maintenance location in which each employee may be assigned. The normal work day shall start at 7:30 a.m. with one-half (1/2) hour off during the middle of the shift as a lunch time. All employees will be permitted to take a fifteen (15)

minute break with pay as close to the middle of the morning and afternoon as possible and the time limit must be strictly observed.

- 4.3 Any employee who fails to give notice to his/her immediate supervisor or department head of an absence as soon as possible, but not later than one (1) hour after the designated starting time shall forfeit all pay for that day, except in the case of an emergency.
- 4.4 Show up pay of a minimum of two (2) hours will be paid the employee unless he/she is notified in advance of the normal starting time that he/she will not be working that day.
- 4.5 An employee who is performing public service duties (Fire, EMT, Disaster, etc.) will not suffer a loss in pay.

## **ARTICLE 5**

### **REDUCTION IN FORCE**

- 5.1 Any time the Employer determines the need for layoff, the affected employee(s) and the Union will be notified no less than fourteen (14) days prior to layoff. The Union and the Employer will use the fourteen (14) days to meet and confer as to the alternatives to a layoff. The parties will discuss and bargain with each other in good faith over all of the alternatives. Should the parties be unable to reach an agreement pursuant to this process, lay-offs may be initiated.
- 5.2 The layoff will be accomplished in the following sequence: probationary and finally permanent employees, based upon job performance and ability to perform duties. When performance and ability to perform are equal, seniority shall rule. Employees will be returned to work in reverse order in which they were laid off, if they are qualified to perform the work available. Probationary employees have no recall rights. Employees to be recalled after being on lay off shall be notified as far in advance as possible by notice in writing sent by certified mail, return receipt requested, to the last known address shown on the employee's record.

## **ARTICLE 6**

### **SENIORITY/TRANSFER/PROMOTION**

- 6.1 The Employer shall have sole discretion to fill a vacancy or vacancies. When more than one employee is being considered to fill a vacancy with equal qualifications, seniority shall rule with seniority being the continuous length of service from the last date of hire. The Employer shall post notice of all vacancies and minimum qualifications of an applicant for five (5) working days in a designated work area. The applicant transferred that does not exhibit competence to the satisfaction of the Employer in the performance of duties in the new position within twenty (20) work days shall be returned to his/her former position.
- 6.2 An employee maybe temporarily transferred for a period not to exceed two (2) work weeks without any change in pay rate. An employee temporarily transferred to a position with a higher rate of pay for a period exceeding two (2) work weeks shall receive the higher rate of pay for the period exceeding two (2) work weeks. Job selection for promotion and/or transfer shall be based upon the following:
  1. The skills, knowledge, and ability of an applicant based upon their education, training and experience.
  2. Job performance factors such as judgment, work habits, quantity and quality of work.
  3. Applicants must meet minimum qualifications to be eligible for the position. The candidate selected to fill a vacancy shall be placed on the pay grade for the job classification.

4. No permanent vacancy or newly created job classification in the bargaining unit, with the exception of the Working Foreman job classification, will be filled by hire or promotion until such vacancy has been posted for a period of five (5) working days and present employees have had the opportunity to apply for such position(s) and to have their application(s) considered. The successful job applicant will be placed into the job classification with a twenty (20) working day trial period. The successful job applicant shall be paid at the hourly rate of the job classification during the trial period.
- 6.3 Within said trial period, the employee must demonstrate that he/she meets the Employer's expectations or he/she will be removed and returned to his/her former job classification. The Employer may decide to extend the trial period.

## **ARTICLE 7**

### **LEAVE**

- 7.1 **MILITARY LEAVE.** All probationary and permanent employees shall be granted up to the maximum of days of annual leave with pay as stated in the Code of Iowa or the U.S. Code.
- 7.2 **JURY DUTY.** All probationary and permanent employees shall be granted time off with pay for serving on jury duty. Employees shall be granted this time off only for that part of the work day required by the jury duty. Any jury duty pay received by an employee shall be forwarded to the Employer. Jury pay does not include payment for mileage. Employees shall be allowed time to change clothing before returning to work.
- 7.3 **FUNERAL LEAVE.** All probationary and permanent employees will be allowed time off with pay in accordance with the following schedule.
  1. Five (5) days per occurrence for arrangement and attending the funeral of the spouse, children, stepchildren, father or mother of the employee.
  2. Four (4) days per occurrence for arrangement and attending the funeral of the sister or brother of the employee.
  3. Three (3) days per occurrence for arrangement and attending the funeral of the grandparents, grandchildren, mother-in-law, father-in-law, sister-in-law, brother-in-law of the employee.
  4. One (1) day per occurrence for arrangement and attending the funeral of other in-laws.
  5. One (1) day for pallbearer or flower bearer for local funeral.
  6. One (1) day for out-of-town funeral.

Other situations will be handled individually.

- 7.4 **HOLIDAY LEAVE.** All probationary and permanent employees shall be eligible for holiday pay for each observed holiday. When a holiday falls on a Saturday, the preceding Friday shall be granted. When a holiday falls on a Sunday, the following Monday shall be granted. In order to be eligible for holiday pay, an employee must report for work on the last scheduled work day before and the first scheduled work day after the holiday unless on leave with approval.

1. Holidays observed by eligible employees are as follows:

- |                     |   |
|---------------------|---|
| 1) New Year's Day   | 7) Thanksgiving Day   |
| 2) Memorial Day     | 8) Day after Thanksgiving   |
| 3) Independence Day | 9) Christmas Day  |
| 4) Labor Day        | 10) Day before Christmas  |
| 5) Presidents Day   | 11) Day before New Year's Day   |
| 6) Veterans Day     | 12) Any additional day as designated by<br>the county for other employees |

2. Work performed on a designated holiday shall be paid for at one and one-half (1-1/2) the regular rate of pay.

7.5 SICK LEAVE. All probationary and permanent employees shall be entitled to accrue sick leave with full pay at the rate one (1) working day for each month of employment, subject to the following conditions:

1. Sick leave shall apply to a period in which the employee is incapacitated from the performance of assigned duties by sickness or injury, for medical, surgical, dental or optical examination or treatment, or whereby reason of exposure to contagious disease, the presence at the post of duty would jeopardize the health of others. Disabilities caused or contributed to by pregnancy and recovery therefrom shall be covered by sick leave.
2. Sick leave shall not be used for vacation leave.
3. Sick leave shall not be taken in advance.
4. Sick leave shall be accumulated to one hundred five (105) days. After an employee has accumulated one hundred five (105) days of sick leave, for each nine (9) days accumulated thereafter said one hundred five (105) days, the employee shall receive one (1) full paid day in a cash payment.

EXAMPLE: An employee has reached the maximum accumulation of one hundred five (105) days. The same employee has accumulated six (6) additional days. The employee uses one day of sick leave. This employee now has one hundred four (104) days of sick leave and six (6) days of banked accumulation.

ACCUMULATION

	105 days
Use of 1 day	<u>-1 day</u>
	104 days

BANK OVER ACCUMULATION

6 days
<u>0 days</u>
6 days

5. In all cases where an employee has been absent on sick leave, he/she shall, immediately upon return to work, submit a statement that such absence was due to illness or other reasons stated in item one (1) above. In cases where such absence exceeds three (3) calendar days, such statement shall be verified by a physician or other authorized practitioner, unless waived by the Employer. Upon excessive use of sick leave, the Employer may, at his/her discretion, require evidence of illness or other reasons defined in item one (1) above as deemed necessary and in all cases sick leave pay shall not be granted until approved by the Employer.

6. Sick leave shall be taken on an hourly basis. Said sick leave shall be debited to the next hour when part of an hour is used. Officially designated holidays falling within a period of sick leave shall not be counted against sick leave, but paid as a holiday.
7. Sick leave shall not accrue during leave of absence without pay, suspension, layoff or other leave without pay.
8. An employee who is transferred from one department to another shall be credited with the sick leave accumulated.
9. All sick leave shall expire on the date of separation of employment and no employee shall be reimbursed for sick leave outstanding at the time of such separation.
10. If an absence or illness or injury extends beyond the sick leave accrued to the credit of the employee, such additional time may be charged to vacation leave to the extent vacation leave has been accrued.
11. Failure on the part of an employee to report immediately at the expiration of a leave of absence, except for valid reasons submitted in advance and approved by the Employer, shall be considered a resignation.
12. Any time off work due to an injury or illness covered Worker's Compensation payment, accumulated sick leave shall be paid accordingly so that the employee's weekly net income is not reduced from what he/she would normally have earned if working.
13. An employee may use up to five (5) working days per contract year of accrued sick leave when a member of the immediate family is ill or for any reason set forth in Section 1 of this Article. Effective July 1, 2006, an employee may use up to six (6) working days per contract year of accrued sick leave when a member of the immediate family is ill or for any reason set forth in Section 1 of this Article. Effective July 1, 2007, an employee may use up to seven (7) working days per contract year of accrued sick leave when a member of the immediate family is ill or for any reason set forth in Section 1 of this Article. Immediate family is limited to spouse and dependent children, step-children, parents and non-dependent children of the employee.
14. In case of retirement or death, an employee or his/her estate shall be compensated an amount equal to one-half (1/2) of a maximum of ninety (90) days accumulated sick leave at the regular hourly rate.
15. A separate sick leave bank will be established whereby employees may voluntarily move a minimum of one (1) week of their accrued sick leave into the sick leave bank. Any employee who needs sick leave and who has placed one (1) week of their sick leave accrual into this bank, may use days from this bank after they have first used all of their accrued sick leave and, secondly, after they have used all of their vacation leave.

7.6 VACATION LEAVE. Probationary and permanent employees shall earn vacation leave with full pay for continuous employment as follows:

1 year service-----5 days vacation  
 2 years service-----10 days vacation  
 3 years service-----11 days vacation  
 4 years service-----12 days vacation  
 5 years service-----13 days vacation  
 6 years service-----14 days vacation  
 7 years service-----15 days vacation  
 15 years service-----20 days vacation

1. If any employee is separated from employment due to layoff, resignation, discharge, retirement, or death, he/she or their estate shall have paid to him/her or their estate, any unused vacation leave he/she may have earned.



2. Vacation leave shall be scheduled with and approved by the Employer. Except in an emergency, notice of intent to use two (2) or more days of vacation leave shall be requested five (5) working days prior to said leave commencing and a request for one (1) day of vacation shall be requested one (1) work day prior to said leave commencing. Except in an emergency, a minimum of one (1) calendar week must elapse before another request for vacation leave shall be made.
  3. After one (1) year of employment the annual accrual of vacation leave shall be prorated upon separation of employment.
- 7.7 LEAVE WITHOUT PAY. Upon written request by the employee, prior to the employee exhausting his/her vacation leave and sick leave, leave without pay may be granted by the Employer, in writing, for the remaining period of disability after both sick leave and vacation leave have been exhausted. An employee granted leave without pay shall not accrue any vacation, sick leave, or other benefits. The form presently being used by the County will be attached to Master Agreement.

## **ARTICLE 8**

### **GROUP INSURANCE**

- 8.1 Group health insurance benefits are available to employees upon application. The Employer shall pay all of the individual probationary and permanent employee's premium for the group hospital, medical and major medical insurance designated by the Employer. Effective July 1, 2005, the employee shall pay a maximum of \$175.00 toward the monthly dependent premium. Effective July 1, 2006, the employee shall pay a maximum of \$215.00 toward the monthly dependent premium. Effective July 1, 2007, the employee shall pay a maximum of \$240.00 toward the monthly dependent premium.
- 8.2 The County will provide health insurance through Wellmark/Blue Cross Blue Shield, plan AH3 QTN. The insurance policy and coverage shall be comparable to the policy and coverage presently in existence. Prior to any change in the carrier the Employer agrees to meet and confer with the Union. The final decision as to the carrier shall be made by the Employer. Prior to any change in the policy and/or coverage, the Employer agrees to notify the Union and give the Union the opportunity to bargain through impasse on any change.
- 8.3 When the new insurance rates are given to the Employer, the rates shall be made available to the Union.
- 8.4 The County will pay the premium for a \$10,000 life insurance policy on the employee only; however, additional life and dental insurance is available to employees through payroll deduction. The Employer's participation in group insurance premiums shall cease immediately upon termination of employment and coverage shall end upon lapse of premium.
- 8.5 Employees who want single dental coverage may do so by paying \$10.00 per month. Employees may also purchase family dental by paying the difference between the cost of the family dental premium and the cost of the single dental premium.

## **ARTICLE 9**

### **SAFETY**

- 9.1 When an employee suffers an injury in the line of duty, a report of such accident shall be made immediately to the head of the department in which such individual is assigned. This report shall give all known details and circumstances pertaining to the injury and the names of all witnesses thereto.
- 9.2 An employee who is physically able and who fails to report within twenty-four (24) hours after an injury, however minor, to the department head and to take such first aid or medical treatment as may be necessary shall not be entitled or eligible for injury or sick leave as outlined in this Agreement.
- 9.3 A safety committee will be responsible for meeting to evaluate safety, make plans and recommendations, and counsel as necessary concerning the effective administration of the safety program. The committee will consist of one person elected from the bargaining unit and one person appointed by the Employer.
  1. Safety meeting will be held monthly. All violations or potential violations of applicable safety rules and regulations should be initially referred to the employee's immediate supervisor. In the event the matter remains unresolved following the referral to the supervisor, the matter may be referred to the safety committee.
  2. Employees elected to the safety committee shall serve without loss of pay.
- 9.4 Each employee will be reimbursed fifty dollars (\$50.00) per year for the purchase of safety equipment, which is limited to safety boots and leather gloves. Receipts must be turned in to the Engineer's office for reimbursement.

## **ARTICLE 10**

### **GRIEVANCES**

- 10.1 A grievance shall be defined as a dispute or disagreement raised by an employee against Adams County, Iowa, involving the interpretation or application of a specific term or provision of this Agreement.
  1. Other disputes or disagreements which do not involve the interpretation or application of a specific term or provision of this Agreement, including matters as to which other means of resolution are provided or foreclosed by this Agreement, or by statute or administrative procedures applicable to the County, shall not be considered contract grievances.
- 10.2 **PROCEDURE.** Grievances as herein defined shall be processed in the following manner: The investigation or processing of a grievance by the Employee Organization representative shall be carried out in a manner which does not interfere with normal operations of the County, by first obtaining the permission of the immediate supervisor, or department head if the immediate supervisor is not available. If the grievance is to be investigated or processed during regular working hours, such permission shall not be unreasonably withheld. The employee organization shall have no more than two (2) members investigating or processing a single grievance. Time spent by employee organization representative of a single complaint shall be without pay unless permission is requested from his/her immediate supervisor in advance, and such permission shall not be unreasonably withheld.
- 10.3 **TIME LIMITS.** If a grievance is not presented within the time limits set forth below, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit or

any agreed extension thereof, it shall be considered settled on the basis of the County's last answer. If the County does not answer a grievance or an appeal thereof within the specified time limits, the employee organization may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the county and employee organization involved in each step. After step 2, the parties move to arbitration. More than one (1) grievance may be heard by the same arbitrator only by mutual written agreement of the parties. The term "working day" as used in this Article shall mean the days Monday through Friday inclusive.

- 10.4 STEP 1. Consistent with the intent of the parties that a grievance should be resolved at the lowest supervisory level, a grievance shall first be taken up by the grievant at the lowest appropriate supervisory level, normally with the immediate supervisor. The grievance shall be discussed orally, but the grievant shall cite the provision(s) of this Agreement allegedly violated. Step 1 must be taken within fifteen (15) working days of the incident complained of. The immediate supervisor shall have five (5) working days to investigate the grievance and respond to it.
- 10.5 STEP 2. If the disposition of a grievance on Step 1 is not satisfactory to the grievant, he/she shall make a written report on a copy of the Grievance Form attached to this Agreement, and submit it to the Department Head within five (5) working days after the response from the immediate supervisor. The Department Head shall schedule a conference with the grievant and the immediate supervisor within ten (10) working days of receipt of the complaint. Following the aforesaid conference, the Department Head shall investigate the grievance, and respond to it in writing within five (5) working days.
- 10.6 STEP 3. If the grievance is not settled in accordance with the foregoing procedure, the grievant or employee organization may, within five (5) working days after receipt of the answer of Step 2, invoke the impasse procedure for the purpose of selecting an arbitrator as specified in this Agreement.
- 10.7 SELECTION OF ARBITRATOR. After either party hereto has notified the other of its referral of a case to arbitration, the parties will meet within ten (10) working days after receipt by either party hereto of notice of referral of a case to arbitration to select an arbitrator or to request in writing the Federal Mediation and Conciliation Service or Iowa Public Employment Relations Board to furnish a suggested list of names of seven (7) arbitrators from which list the parties shall elect one (1) arbitrator. Such selection shall be by agreement, if possible; otherwise, by the parties alternately eliminating names from the list:
  1. After each party has eliminated the name of three (3) arbitrators from the list, the arbitrator whose name remains on the list shall be accepted by both parties as the arbitrator to hear and decide the pending case.
  2. The fees and expenses of the arbitrator will be paid equally by the parties. Each party shall pay its own cost of preparation and presentation for arbitration. No stenographic transcript of the arbitration hearing shall be made unless requested by a party. The cost of stenographic reporting of the hearing shall be borne by the party requesting the same, except that the other party may request a copy of such transcript, in which case the parties shall equally divide the cost of stenographic reporting and of the transcripts.
  3. The arbitrator shall have no power to change, alter, detract from or add to the provisions of this Agreement. The arbitrator's decision will be final and binding on both parties.
  4. All grievance and arbitration meetings under this Article are to be held in private and are not to be open to the public.
- 10.8 AUTHORITY OF ARBITRATOR. The arbitrator shall have no right to amend, modify, nullify, ignore, add too, or subtract from the provisions of this Agreement. He/she shall consider and decide only the specific issue submitted to him or her in writing by the employer and the employee or employee organization, and shall have no authority to make his/her decision on any other issue

not so submitted. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modify or vary in any way the application of laws, rules or regulations having the force of law. The arbitrator shall submit in writing his/her decision within twenty (20) days following the closing of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The arbitrator's decision shall be based solely upon his or her interpretation of the meaning or application of the expressed terms of the Agreement to the facts of the grievance presented.

1. The arbitrator shall not order back pay in any case for a period of more than thirty (30) working days prior to the date the grievance was initiated. All awards of back pay shall be limited to the amount of wages the employee(s) would have earned from his/her employment with the employer but not in excess of the period above defined, less any other compensation for personal services that he/she received from any source during said period.
2. No decision of an arbitrator or of the employer in any grievance case shall create the basis for retroactive adjustment, or other adjustment, in any other case.
3. No arbitrator shall decide more than one grievance on the same hearing or series of hearings except by mutual agreement between the parties.

## **ARTICLE 11**

### **GENERAL PROVISIONS**

- 11.1 This Agreement supersedes and cancels all previous agreements and practices between the County and the employee(s) unless expressly stated to the contrary herein, and together with any mutually agreed to amendments, supplemental hereto, constitutes the entire Agreement between the parties, and concluded collective bargaining during the duration of this Agreement.
- 11.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement, each party voluntarily and unqualified waives any right to bargain, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter during the term of this Agreement.
- 11.3 If any provision of this Agreement is declared by proper legislative, administrative or judicial authority to be unlawful or unenforceable, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. Upon the issuance of such decision, the parties agree to negotiate a substitute of the invalidated provision. A provision of the Code of Iowa which is inconsistent with any term or condition of this Agreement, the Code of Iowa shall supersede that term or provision.

## **ARTICLE 12**

### **DUES CHECKOFF AND INDEMNIFICATION**

- 12.1 Upon receipt of a lawfully executed written authorization from an employee, which may be revoked in writing at any time by giving thirty (30) days written notice, the County agrees to deduct the regular monthly employee organization dues from the paycheck of each employee every month, and remit such deduction by the fifteenth (15<sup>th</sup>) day of the succeeding month to the business address of the employee organization with an accompanying list of employees from whom payroll

deductions were made. The employee organization will notify the County in writing of the exact amount of such regular membership dues to be deducted. The County shall require a minimum of thirty (30) days and maximum of sixty (60) days from the receipt of the written authorization before the first deduction can be made.

- 12.2 The employee organization agrees to indemnify and hold the County harmless against any and all claims, suits, orders, or judgments brought or issued against the County as a result of any action taken or not taken by the County under the provisions of this checkoff clause.

## ARTICLE 13

### RULES

- 13.1 The employer may, from time to time, develop, put into effect, and enforce work rules and County policy affecting this bargaining unit. Said work rules and policy will be sent to the Union representative thirty (30) days prior to the effective date.

## ARTICLE 14

### DURATION

- 14.1 Except where otherwise provided herein, this Agreement shall become effective the 1<sup>st</sup> day of July, 2005. It shall remain in full force and effect until the 30<sup>th</sup> day of June, 2008.
- 14.2 Either party gives notice in writing of a desired change in this Agreement no later than September 15<sup>th</sup> of the year immediately prior to the expiration date of this Agreement.
- 14.3 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives

this 10<sup>th</sup> day of December, 2004.

EMPLOYER:

BOARD OF SUPERVISORS

By: Mare O'Leary  
Chairman

\_\_\_\_\_

\_\_\_\_\_

UNION:

PUBLIC PROFESSIONAL &  
MAINTENANCE EMPLOYEES LOCAL 2003,  
INTERNATIONAL UNION OF PAINTERS &  
ALLIED TRADES,  
AFL-CIO

By: [Signature]  
Business Representative

By: \_\_\_\_\_  
Committee Member

By: \_\_\_\_\_  
Committee Member

## APPENDIX 1 – OVERTIME/WAGES

### HOURLY WAGE RATES

<u>Classification</u>	<u>7-1-04</u>
Mechanic	\$14.84
Foreman	\$14.84
Engineer Technician	\$14.84
Inventory Manager	\$14.20
Maintenance I	\$14.20
Maintenance II	\$14.20

Effective July 1, 2005, and each subsequent year of this agreement, a cost of living adjustment shall be made using the previous year's Consumer Price Index (CPI) for all urban consumers from December to December of the previous year. The schedule for wage rate adjustment shall be as follows:

CPI INCREASE OF:

Less than 0% to 3%

3.1% to 4%

4.1% to 8%

8.1% and above

YIELDS WAGE RATE INCREASE\* OF:

3%

100% of the CPI

4.1% plus ½ the increase from 4.1% of the CPI to 6%

6%

\*Note: the hourly rate increase for each job classification will be calculated using the Maintenance II classification wage rate.

\*Note: Effective July 1, 2005, all employees in all job classifications, will receive ten cents (\$.10) per hour in addition to the CPI increase for that year.

Spraying: An employee who sprays will receive an additional \$2.00 per hour while spraying.

Probationary Rate: Newly hired employees serving the probationary period shall receive 90% of the hourly rate of their classification for the first three (3) months and 95% of the hourly rate of their classification for the second three (3) months. Thereafter, the employee shall earn 100% of the classification rate of pay.

Pyramiding: There will be no pyramiding of either time or pay by the employee or the employer.

Longevity: Employees shall receive additional pay for continuous service from the last date of hire as set forth in the following schedule:

5 years – 5 cents per hour  
10 years – 10 cents per hour  
15 years – 15 cents per hour  
20 years – 20 cents per hour  
25 years – 25 cents per hour  
30 years – 30 cents per hour

Overtime pay: Shall be one and one-half (1 ½) times the regular hourly rate of pay for all hours worked in excess of eight (8) in any work day. All paid leaves shall be considered as time worked when computing overtime. Employees may elect to receive overtime compensation in either cash payment or compensatory time off at the beginning of the fiscal year. Once an employee has earned 80 hours of compensatory time regardless of whether any of that compensatory time has been used, the employee may elect to either continue to accumulate compensatory time or receive overtime compensation pay. No employee shall refuse to work overtime when requested by the employer. All work performed on Saturday and Sunday shall be paid at the rate of one and one-half (1 ½) times the regular rate of pay.

Paid leave: Shall be eight (8) hours at the regular hourly rate of pay or at the hourly rate of pay, whichever is applicable.

**The authorization shall be as follows:**

Authorization for Deduction of Union Dues

I, the undersigned, do hereby authorize my employer, Adams County, to deduct from my wages and transmit to Public, Professional and Maintenance Employees Local Union 2003, IUPAT, AFL-CIO the amount of regular dues designated per month. This authorization shall be irrevocable for the period of one (1) year following the date it was signed or until the current Collective Bargaining Agreement expires, whichever occurs sooner. This authorization for deduction of Union dues may be revoked after a thirty (30) day written cancellation notice is given to the Union and the employer.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Social Security Number: \_\_\_\_\_

The employer shall remit annually a list of all employees in the unit and the amount of dues deducted from each employee's earnings. Any deletions and additions to this list shall be submitted to the Union as they occur.



## GRIEVANCE FORM

Department: \_\_\_\_\_ Shift: \_\_\_\_\_ Classification: \_\_\_\_\_

Article Violated: \_\_\_\_\_ Section Violated: \_\_\_\_\_

Detailed statement of grievance: \_\_\_\_\_

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Signature of Employee: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Signature of Department Steward: \_\_\_\_\_ Date: \_\_\_\_\_

EMPLOYER'S POSITION

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Signature of Supervisor: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

SECOND STEP DISPOSITION

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Personnel Manager: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

PRESENTATION TO THIRD STEP

Personnel Manager: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

THIRD STEP DISPOSITION

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Personnel Manager: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Business Representative: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

REFERRED TO ARBITRATION

Date: \_\_\_\_\_

Signature of Employer Representative: \_\_\_\_\_

Signature of Union Representative: \_\_\_\_\_